## **EXHIBIT P**

Unredacted version sought to be sealed

Broadcom 1320 Ridder Park Drive San Jose, CA 95131 broadcom.com



August 1, 2019

## **VIA EMAIL AND FEDERAL EXPRESS**

Ms. Katy Motiey
General Counsel
Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119
kmotiey@extremenetworks.com

Re: SNMP Research International

Dear Ms. Motiey,

I refer to the Asset Purchase Agreement between Brocade Communications Systems, Inc. ("Brocade"), a wholly owned subsidiary of Broadcom Inc. ("Broadcom"), and Extreme Networks, Inc. ("Extreme") dated October 3, 2017 (the "APA").

Under the APA, the following agreement was an Excluded Asset as well as a Shared Contract: the License Agreement, by and between SNMP Research International, Incorporated ("SNMPRI") and Brocade, dated March 10, 2001, and amended on December 8, 2004, October 4, 2006, April 30, 2010, June 29, 2015 and June 30, 2015 (the "Agreement").

In performance of their obligations under the APA, Brocade and Extreme used commercially reasonable efforts to facilitate discussions that would allow for Extreme to enter into its own license directly with SNMPRI. Among other things, Brocade, Extreme, and SNMPRI engaged in discussions to affect a partial assignment to Extreme of that part of the Agreement that related to the business sold to Extreme pursuant to the APA. However, as Extreme is aware, SNMPRI did not agree to a partial assignment.

Hence, Extreme and SNMPRI began their own separate, bilateral discussions for a new license, which discussions have not involved Broadcom or Brocade. Recently, SNMPRI informed Broadcom that those discussions have not yielded a new license from SNMPRI to Extreme.

At SNMPRI's request, we are writing to confirm that Brocade did not transfer, and Extreme did not receive, a license or sublicense under the Agreement to use SNMPRI software in its products.

Please let me know if you have any questions.

Yours sincerely,

Simone Yew

Associate General Counsel, Broadcom, Inc.

CONFIDENTIAL EXTREME-00008086